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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : Zhimin Zhou, et al.

Art Unit : 2878

Serial No. : 09/512,145

Examiner : Thanh X. Luu

Filed : February 23, 2000

Title : INTEGRATED SENSOR WITH FRAME MEMORY AND PROGRAMMABLE RESOLUTION FOR LIGHT ADAPTIVE IMAGING

Commissioner for Patents
Washington, D.C. 20231

#5

TERMINAL DISCLAIMER
APPROVED

MAY 08 2001

TERMINAL DISCLAIMER UNDER 37 CFR §§3.73(b) AND 1.321(b)

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Pursuant to 37 CFR §3.73(b), CALIFORNIA INSTITUTE OF TECHNOLOGY, certifies that it is the assignee of the entire right, title, and interest in the above application by virtue of an assignment from the inventors of the patent application identified above. The assignment was recorded in the U.S. Patent and Trademark Office in the parent application at Reel 8867, Frame 0867 on December 23, 1997. California Institute of Technology also certifies that it is the assignee of U.S. Patent Nos. 5,909,026 and 6,057,539. A copy of the assignment from the parent application is attached for your reference.

✓ The undersigned has reviewed all the documents in the chain of title of the above-identified application and to the best of undersigned's knowledge and belief, title is in California Institute of Technology.

✓ The undersigned is empowered to act on behalf of the assignee.

Pursuant to 37 CFR §1.321(b), and to obviate a double patenting rejection, California Institute of Technology hereby waives and disclaims the terminal portion of the term of the entire patent to be granted upon the above identified application subsequent to the expiration date of U.S. Patent Nos. 5,909,026 and 6,057,539. Further, any patent granted on the above identified

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Deborah Perry-Leeper
Paralegal Specialist

Repln. Ref: 04/19/2001 MGBREM1 0008593600
DAH:061050 Name/Number:09512145
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DAH:061050 Name/Number:09512145
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I hereby certify under 37 CFR §1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated below and is addressed to the Commissioner for Patents, Washington, D.C. 20231.

April 16, 2001

Date of Deposit

Signature

Susan Regan

Susan Regan

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application shall be enforceable only for and during such period that said patent is commonly owned with U.S. Patent Nos. 5,909,026 and 6,057,539.

California Institute of Technology does not disclaim any terminal part of any patent granted on the above identified application prior to the expiration date of the full statutory term of U.S. Patent Nos. 5,909,026 and 6,057,539 in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR §1.321, has all claims cancelled by a reexamination certificate, or is otherwise terminated prior to expiration of its statutory term, except for the separation of legal title as stated above.

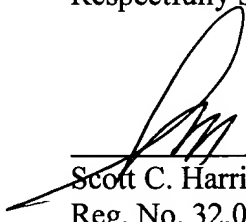
This disclaimer runs with any patent granted on the above application and is binding upon the grantee, its successors or assigns.

✓ Please charge any additional fees, or make any credits, to Deposit Account No. 06-1050, referencing Attorney Docket No. 06816-089003.

✓ I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,

Date: 4/14/01



Scott C. Harris
Reg. No. 32,030 ✓

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RECORDATION DATE: 12/23/1997

REEL/FRAME: 8867/0867
NUMBER OF PAGES: 2

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
ZHOU, ZHIMIN

DOC DATE: 12/16/1997

ASSIGNOR:
FOSSUM, ERIC R.

DOC DATE: 12/11/1997

ASSIGNOR:
PAIN, BEDABRATA

DOC DATE: 12/16/1997

ASSIGNEE:
CALIFORNIA INSTITUTE OF TECHNOLOGY
1200 EAST CALIFORNIA BOULEVARD
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SERIAL NUMBER: 08867835
PATENT NUMBER:

FILING DATE: 06/03/1997
ISSUE DATE:

* No Docketing Required *
Reviewed By Practice Systems
Initials: <u>ELL</u>
Reviewed By Billing Secretary
Initials: _____

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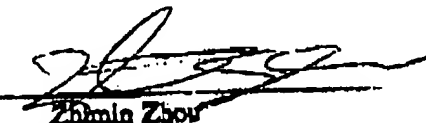
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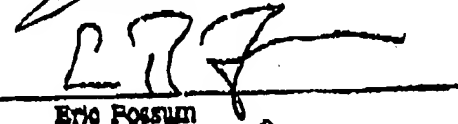
ASSIGNMENT

For valuable consideration, we, Zhimin Zhou, of Santa Clara, California; Eric R. Fossum, of La Crescenta, California; and Radahrata Pain, of Los Angeles, California, hereby assign to California Institute of Technology, a California corporation having a place of business at 1200 East California Boulevard, Pasadena, California 91125, and its successors and assigns (collectively hereinafter called "the Assignee"), the entire right, title and interest throughout the world in the inventions and improvements which are subject of an application for United States Patent signed by us this day, entitled Integrated Sensor With Frame Memory and Programmable Resolution For Light Adaptive Imaging, filed June 3, 1997, and assigned U.S. Serial Number 08/667,835, and we authorize and request the attorneys appointed in said application to hereafter complete this assignment by inserting above the filing date and serial number of said application when known; this assignment including said application, any and all United States and foreign patents, utility models, and design registrations granted for any of said inventions or improvements, and the right to claim priority based on the filing date of said application under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes; and we authorize the Assignee to apply in all countries in our name or in its own name for patents, utility models, and design registrations and like rights of exclusion and for inventors' certificates for said inventions and improvements; and we agree for ourselves and our respective heirs, legal representatives and assigns, without further compensation to perform such lawful acts and to sign such further applications, assignments, Preliminary Statements and other lawful documents as the Assignee may reasonably request to effectuate fully this assignment.

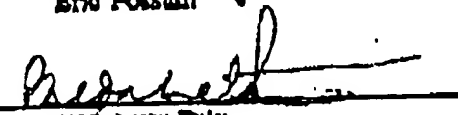
Dated: 12-16-97


Zhimin Zhou

Dated: 12-11-97


Eric Fossum

Dated: 12-16-97


Radahrata Pain

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